

(1)
AMENDMENT TO LEASE

WHEREAS, ARTHUR J. BELL is now in possession of a tract of land designated as Small Plane Hangar Lot No. 5 on King County Airport (Boeing Field) as Lessee of that certain lease executed on the thirty-first (31st) day of January, 1955, between KING COUNTY, a municipal corporation of the State of Washington, and ARTHUR J. BELL, which lease was made pursuant to the order of the Board of County Commissioners of King County, Washington, and which more particularly describes the tract of land above referred to, and

WHEREAS, King County has hard-surfaced the area adjacent to the premises and used as ingress and egress to the small plane hangar lot, the Lessee will allow the annual rental for the plot to be increased as per the terms of Paragraph 2 of said lease, and

WHEREAS, it is the desire of the parties hereto that said lease be amended in the following particulars and otherwise to remain in full force and effect, NOW THEREFORE, in consideration of their mutual promises and covenants,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. That Paragraph 2 of the present lease, as it pertains to the rental rate, shall be amended as follows:

"The rental to be paid for said premises shall be the sum of \$540.00 per annum, and shall be paid monthly, at the rate of \$45.00 per month, in advance on the first day of each and every month thereafter to and including the first day of January, 1990, less that amount now on deposit as prepaid rent stipulated in the original lease."

2. Should the Lessee elect to pay \$ 1,868.00, that portion of the costs of hard-surfacing the area adjacent to Lessee's tract of land, within that period of time between June 1, 1955, and June 1, 1960, rental for said tract will revert to the original rental of \$450.00 per annum, or one mutually agreed upon by the Lessor and Lessee, or one set by a Board of Arbitration as provided for in the lease in Paragraph 3 of said lease. However, any increased rental paid before Lessee elects to take up the option of paying for the paving will not be refunded or applied as any portion of the payment for said paving.

3. It is agreed between Lessor and Lessee, that regardless of Lessee's option to pay for the paving as set forth above, the King County Airport shall maintain, repair, resurface and/or replace the pavement as the occasion demands.

4. The effective date of this amendment of lease shall be the first (1st) day of June, 1955.

5. It is further agreed by the parties of this amendment of lease that all other provisions of the heretofore described lease shall remain in effect for the life of said lease.

IN WITNESS WHEREOF, this amendment of lease is executed on this 31st day of May, 1955.

KING COUNTY, STATE OF WASHINGTON

J. A. Gibbs
J. A. GIBBS, Chairman

W. H. Sears
W. H. SEARS, Commissioner

Dean C. McLean
DEAN C. McLEAN, Commissioner

ATTEST:

BOARD OF COUNTY COMMISSIONERS
KING COUNTY, WASHINGTON

ROBERT A. MORRIS, Clerk of the Board

LESSOR

Ralph R. Stender
deputy

A. J. Bell
A. J. BELL,

LESSEE

STATE OF WASHINGTON)
COUNTY OF KING } ss.

On this 31st day of May, 1955, before me personally appeared J. A. GIBBS, WM. H. SEARS and DEAN C. McLEAN, to me known to be the County Commissioners of King County, Washington, and who together constitute the Board of County Commissioners of King County, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the official seal of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Yvonne Monte
Notary Public in and for the State
of Washington, residing at Seattle.

STATE OF WASHINGTON)
COUNTY OF KING } ss.

On this 15th day of May, 1955, before me personally appeared ARTHUR J. BELL, to me known to be the individual who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned, and on oath stated that he was legally qualified to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

AJ Bell
Notary Public in and for the State
of Washington, residing at Seattle.